

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

SQN Capital Management, LLC

Plaintiff,

v.

ST Holdings, TOPCO LLC,

and

Seale A. Moorer, Jr.

Defendants.

Case No. 2:19-cv-1268

Judge Watson

Magistrate Judge Jolson

ANSWER TO COMPLAINT

**ANSWER OF DEFENDANTS ST HOLDINGS TOPCO, LLC AND SEALE A. MOORER,
JR. TO PLAINTIFF'S COMPLAINT**

Defendants, ST Holdings TOPCO LLC and Seale A. Moorer, Jr. Collectively “Defendants”) by and through Counsel, state the following as their Answer to Plaintiff’s Complaint:

1. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph one of Plaintiff’s Complaint.
2. Defendants deny the allegations stated in paragraph two of Plaintiff’s Complaint.
3. Defendants admit the allegations stated in paragraph three of Plaintiff’s Complaint.
4. Defendants admit that TOPCO is a Delaware Limited Liability Company and deny the remaining allegations stated in paragraph four of Plaintiff’s Complaint.
5. Defendants admit that Moorer is the Manager of TOPCO and deny the remaining allegations stated in paragraph five of Plaintiff’s Complaint.

6. Defendants deny that this Court has jurisdiction in this matter.

7. Defendants deny that Venue is proper in this judicial district.

8. Defendants state that Exhibit A to the Complaint speaks for itself.

9. Defendants state that the document attached as Exhibit A to the Complaint speaks for itself.

10. Defendants state that the document attached as Exhibit B to the Complaint speaks for itself. Defendants further state that Exhibit B to the Complaint is not signed by AIC and are without knowledge or information sufficient to form a belief as to the truth as to the remaining allegations stated in paragraph ten of Plaintiff's Complaint.

11. Defendants state that the document attached as Exhibit B to the Complaint speaks for itself. Defendants state that Exhibit B is not signed by AIC and are without knowledge or information sufficient to form a belief as to the truth as to the remaining allegations stated in paragraph eleven of Plaintiff's Complaint.

12. Defendants incorporate by reference its answers in the previous paragraphs in response to paragraph twelve of Plaintiff's Complaint.

13. Defendants deny that Defendants received any Note proceeds. Plaintiff SQN received the majority of the Note proceeds. Defendants are without knowledge or information sufficient to form a belief as to the truth as to remaining allegations stated in paragraph thirteen of Plaintiff's Complaint.

14. Defendants deny the allegations stated in paragraph fourteen of Plaintiff's Complaint.

15. AIC is not a party to this action and Exhibit B to the Complaint speaks for itself, which was not signed by AIC. Defendants deny the remaining allegations stated in paragraph fifteen of Plaintiff's Complaint.

16. Defendants deny the allegations stated in paragraph sixteen of Plaintiff's Complaint.

17. SQN is not a party to the Note or Credit Agreement and Exhibit B to the Complaint was not signed by AIC. Defendants are without knowledge or information sufficient to form a belief as to the truth as to the remaining allegations stated in paragraph seventeen of Plaintiff's Complaint.

18. Defendants deny the allegations stated in paragraph eighteen of Plaintiff's Complaint.

19. Defendants deny the allegations stated in paragraph nineteen of Plaintiff's Complaint.

20. Defendants incorporate by reference its answers in the previous paragraphs in response to paragraph twenty of Plaintiff's Complaint.

21. Defendants state that the terms of the Exhibit C speak for itself and are without knowledge or information sufficient to form a belief as to the truth as to the remaining allegations stated in paragraph twenty-one of Plaintiff's Complaint.

22. Defendants state that Exhibit C speaks for itself.

23. Defendants state that Exhibit C speaks for itself.

24. Defendants deny the allegations stated in paragraph twenty-four of Plaintiff's Complaint.

25. Defendants deny each and every allegation not specifically admitted herein.

SECOND DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

THIRD DEFENSE

Plaintiff's Complaint is barred in whole or in part by lack of subject matter jurisdiction due to the governing Forum Selection Clause.

FOURTH DEFENSE

Plaintiff's Complaint is barred as jurisdiction is proper in the State of New York.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by laches and estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of unclean hands.

EIGHTH DEFENSE

SQN lacks standing to bring the action.

NINTH DEFENSE

Exhibit B attached to Plaintiff's Complaint is not signed by AIC.

TENTH DEFENSE

Defendant ST Holdings TOPCO LLC did not receive the loan proceeds.

ELEVENTH DEFENSE

SQN was negligent in its dealings with the Defendants.

TWELFTH DEFENSE

SQN is jointly and severally liable for any amount allegedly owed to AIC.

THIRTEENTH DEFENSE

Any agreement with Defendants is void for lack of consideration.

FOURTEENTH DEFENSE

Plaintiff's Complaint is barred by self-dealing.

FIFTEENTH DEFENSE

Plaintiff's Complaint constitutes frivolous conduct to which Defendants are entitled to sanctions.

SIXTEENTH DEFENSE

Plaintiff has failed to name necessary and /or indispensable parties to this action.

SEVENTEENTH DEFENSE

Plaintiff's Complaint is barred by dishonesty in fact.

EIGHTEENTH DEFENSE

Defendants expressly incorporate herein each and every affirmative defense authorized by Ohio, New York and/or and Federal law.

NINETEENTH DEFENSE

Defendants reserve the right to assert additional affirmative defenses and matter in avoidance as may be disclosed in the course of additional investigation and discovery in this case.

WHEREFORE, Defendants requests that Plaintiff's Complaint be dismissed at Plaintiff's cost and that Defendants be awarded reasonable attorney's fees.

Respectfully submitted,

Billings & Associates

/s/ Robin L. Morrison

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Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies, that a copy of the foregoing *Answer* was sent via the ECF system, which will send notice to counsel of record, including:

Loriann E. Fuhrer (Reg No. 0068037)
Larry J. McClatchey (Reg No. 0012191)

Counsel for Plaintiff

This 8th day of May 2019

/s/ Robin L. Morrison

Robin L. Morrison